encouragement is needed—disregard of universally recognized professional obligations, and ultimately render the administration of justice in this jurisdiction a disgrace to American civilization."

Instructing White People and Negroes Together.—Berea College was organized under Act March 9, 1854, authorizing the incorporation of voluntary associations, which was amended in 1856 by reserving to the General Assembly the right to alter or repeal the charter of any association formed thereunder. In Berea College *v.* Commonwealth of Kentucky, 29 Supreme Court Reporter, 33, it appeared that the college was fined for teaching both white and negro pupils contrary to an act passed in 1904. The point of contention was whether this later statute was a valid amendment of the charter. The Supreme Court of the United States held that the act prohibited any person, corporation, or association of persons from doing the acts named, and it substantially declares that any authority given by previous charters to instruct the two races at the same time in the same place is revoked, and that prohibition, being a departure from the terms of the original charter in this case, may properly be adjudged an amendment.

Foam and Gas Are Not Beer.—One Nylin was indicted under a statute prohibiting the sale of beer in quantities less than five gallons. It seems that N. had been selling cases of beer containing bottles the total capacity of which was at least five gallons. Persons ardent in the enforcement of the liquor law procured several of these cases and measured the contents, minus foam and gas, in measures tested by the Secretary of State. Nylin thought that gas and foam were a constituent of the amber fluid, and that the cases sold contained the required amount. The Supreme Court of Illinois in People *v.* Nylin, 86 Northeastern Reporter, 156, remarked tnat gas is an aeriform fluid, but not a liquor and held that the measurement intended by the statute was of the quiet liquor after it had been released from confinement and reached a quiet condition in the open air.

Liability of Heirs for Breach of Marriage Promise.—Promisor, in the case of Johnson *v.* Levy, 43 Southern Reporter, 46, and 47 Id. 422 having seduced plaintiff under promise of marriage, was killed by her father on his refusal to marry her. It was alleged that a demand had been made on the promisor to comply with his engagement to marry plaintiff, and he had refused. The Supreme Court of Louisiana held that, as a result of the putting in default, the obligation to marry, which could have been fulfilled by the obligor alone, became merged in the obligation to respond in damages for